

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

TRANSFIELD ER CAPE LIMITED	)	IN ADMIRALTY
(IN LIQUIDATION)	)	
Plaintiff,	)	CASE NO.: 3:12-cv-6091BHS
vs.	)	
	)	ORDER AUTHORIZING ISSUANCE OF
NORTH CHINA SHIPPING LIMITED;	)	PROCESS OF MARITIME ATTACHMENT
NORTH CHINA SHIPPING HOLDINGS	)	AND GARNISHMENT
COMPANY LIMITED, HONG KONG;	)	
GREAT PERIOD INVESTMENTS LIMITED;	)	
MARINA PERIDOT SHIPPING LIMITED	)	
Defendants.	)	

Having reviewed and considered the Motion for Issuance of Process of Maritime Attachment and Garnishment of Plaintiff, TRANSFIELD ER CAPE LIMITED (IN LIQUIDATION), and Plaintiff's Verified Complaint, together with the Attorney Declaration that Defendants cannot be found in the District, and finding that the conditions of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure appear to exist, the Court hereby:

**ORDERS** the Clerk to issue Process of Maritime Attachment and Garnishment as prayed for in the Verified Complaint against all property, tangible or intangible, belonging to Defendants NORTH CHINA SHIPPING LIMITED, NORTH CHINA SHIPPING HOLDINGS COMPANY LIMITED, HONG KONG, GREAT PERIOD INVESTMENTS LIMITED, and MARINA

ORDER AUTHORIZING  
ISSUANCE OF MARITIME ATTACHMENT  
AND GARNISHMENT - 1

LAW OFFICES OF  
**NICOLL BLACK & FEIG**  
A PROFESSIONAL LIMITED LIABILITY COMPANY  
1325 FOURTH AVENUE, SUITE 1650  
SEATTLE, WASHINGTON 98101  
TEL: 206-838-7555

1 PERIDOT SHIPPING LIMITED, to wit: the M/V OEL CONFIDENCE, IMO Number 9628910,  
2 which is currently or will soon be located within the Western District of Washington, in an  
3 amount up to **USD 57,176,401.27** pursuant to Supplemental Rule B; and

4 **ORDERS** that the Clerk of the Court shall issue further, supplementary writs of maritime  
5 attachment and garnishment, on request of the Plaintiff and without further Order of the Court;  
6 and

7 **ORDERS** that the United States Marshal and/or any Substitute Custodian, which is  
8 subsequently appointed by this Court, is authorized to allow the M/V OEL CONFIDENCE to  
9 conduct normal cargo operations, both discharging and loading, repair works, and to shift berths  
10 (consistent with the U.S. Marshal's requirements), always remaining within this judicial district,  
11 and always at the risk and expense of the vessel's interests; and

12 **ORDERS** that a copy of this Order be attached to and served with the said Process of  
13 Maritime Attachment and Garnishment.

14 **ORDERS** that the U.S. Marshal is released and held harmless for any and all costs, fees,  
15 liabilities, or other expenses in any way arising out of the attachment of the M/V OEL  
16 CONFIDENCE; and

17 **ORDERS** that the charges and expenses incurred by the U.S. Marshal shall be deemed *in*  
18 *custodia legis*, and will be paid from the proceeds of the vessel's sale unless otherwise agreed. If  
19 a written objection is timely filed, payment of the disputed charges only shall be made after the  
20 objection is resolved by agreement of the parties or by Court Order. Payment of the undisputed  
21 charges shall not be affected; and

22 **ORDERS** that any property of the Defendants, specifically the M/V OEL  
23 CONFIDENCE, IMO Number: 9628910, may be released from attachment without further order  
24 of this Court, if the U.S. Marshal receives written authorization to do so from the attorney who  
25 requested the attachment and garnishment, stating that he has conferred with all attorneys

ORDER AUTHORIZING  
ISSUANCE OF MARITIME ATTACHMENT  
AND GARNISHMENT - 2

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1 representing parties to the litigation, and they consent to the request for the release, and also  
2 provided that the Court has not entered any subsequent orders modifying this arrangement for the  
3 release of the property which was attached pursuant to this Order; and Plaintiff shall hold  
4 harmless and indemnify the United States of America, the United States Marshal, their agents,  
5 servants, employees, from any and all claims arising from the attachment and release of the  
6 vessel as is herein specifically provided; and

7 **ORDERS** that any person claiming an interest in the property attached or garnished  
8 pursuant to order upon application of the Court, be entitled to a prompt hearing in which Plaintiff  
9 shall be required to show why the attachment or garnishment should not be vacated or other  
10 relief granted;

11 SIGNED this 31<sup>st</sup> day of December, 2012.

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15 

16 BENJAMIN H. SETTLE  
17 United States District Judge  
18

19 **Presented by:**

20 NICOLL BLACK & FEIG PLLC

21 /s/ Jeremy B. Jones

22 Christopher W. Nicoll, WSBA #20771

23 Jeremy B. Jones, WSBA #44138

24 *Attorneys for Plaintiff Transfield ER*

25 *Cape Limited (In Liquidation)*

ORDER AUTHORIZING  
ISSUANCE OF MARITIME ATTACHMENT  
AND GARNISHMENT - 3

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SEATTLE, WASHINGTON 98101  
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